

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHAMBERLAIN LOUISVILLE, LLC,

Plaintiff,

-against-

HUA LIN, d/b/a

ASIAN BUFFET GROUP,

Defendant.

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: 07-CV-8153 (DAB/FM)
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:
: **AFFIDAVIT IN SUPPORT**
: **OF PLAINTIFF'S**
: **APPLICATION FOR**
: **JUDGMENT BY DEFAULT**
:
:
:
-X

STATE OF INDIANA

COUNTY OF MARION

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) SS.:
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Donald J. Smith, being duly sworn, deposes and says:

1. I am at least eighteen (18) years of age, and have knowledge of the matters herein referenced.
2. I am an attorney licensed to practice in the State of Indiana and am an attorney for Chamberlain Louisville, LLC, the Plaintiff in this action.
3. On August 1, 2006, Plaintiff entered into a Retail Lease Agreement with Hua Lin d/b/a Asian Buffet Group, the Defendant in this action.
4. Defendant has not made any payments of rent or other charges due and owing under the lease since at least February, 2007.
5. On or about May 9, 2007, the undersigned was notified by Plaintiff's property manager that Defendant had vacated the leased premises in violation of the terms of the Lease.

6. On or about July 5, 2007, the undersigned sent a letter to Defendant notifying him of his defaults under the Lease and demanding that all defaults be immediately cured. Defendant did not respond to this letter.

7. When representatives of Plaintiff entered the leased premises, they discovered that many of the fixtures and other items had been illegally removed from the leased premises by Defendant. A listing of the items taken is attached to this Affidavit as Exhibit A.

8. The total value of the items removed from the leased premises is approximately \$21,820.00. Pursuant to Ind. Code §§ 34-24-3-1 and 35-43-4-3, this figure may be trebled, for a total of \$65,460.00

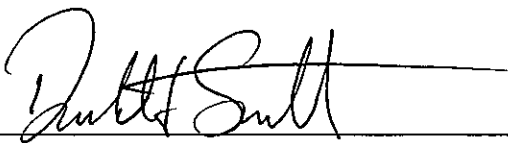
9. As of the date that this action was commenced, the total outstanding rental owed to Plaintiff was \$35,096.55.

10. The remaining value of the Lease as of the date that this action was commenced was \$277,725.00.

11. The total amount currently due and owing from Defendant is \$378,281.55, plus Plaintiff's attorney's fees and costs incurred as a result of Defendant's default.

12. The disbursements sought to be taxed have been made in this action or will necessarily be made herein.

FURTHER AFFIANT SAYETH NAUGHT.


Donald J. Smith

STATE OF INDIANA

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COUNTY OF Marion

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Before me, a notary public in and for said county and state, did appear Donald J. Smith, who acknowledged the foregoing affidavit, this 14 day of January, 2008.

Lisa Kingery
Notary Public

My Commission Expires: 5-24-10

My County of Residence is: Marion